

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

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SCOPE OF WORK PROVISIONS

FOR

**DREDGER (OPERATING ENGINEER)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

MASTER LABOR AGREEMENT

JAN 21 2005

between  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12

Div. of Labor Statistics & Research  
Chief's Office

and the  
DREDGING CONTRACTORS ASSOCIATION OF CALIFORNIA

This Agreement made and entered into this 1st day of August, 2004, by and between the Dredging Contractors Association of California, hereinafter referred to as the Collective Bargaining Representative of Employer and the International Union of Operating Engineers, Local Union No. 12, hereinafter referred to as the Union.

ARTICLE I  
General Provisions

A. Definitions:

1. The term "Collective Bargaining Representative of Employer" as used herein shall mean the Dredging Contractors Association of California. The names of the members of said organization are listed immediately following the signatures in this Agreement.

2. The term "Individual Employer" shall mean any person or entity who or which is now or hereafter may become a member of the Dredging Contractors Association of California, and who has assigned its labor relation bargaining rights thereto. The names of such "assigned members" as of the date of this Agreement are listed immediately following the signatures.

3. The term "Union" as used herein shall mean the International Union of Operating Engineers, Local Union No. 12.

4. The term "Employee" as used herein shall mean all persons performing work in the area covered by this Agreement, excluding superintendents, assistant superintendents, captains, launch operators, timekeepers, messenger boys, guards, confidential employees and office help. When the Individual Employer uses anyone other than a uniformed or armed guard to perform guarding

duties, he shall use an employee covered by this Agreement. The guard's duties are limited to security. The Individual Employer retains the option of whether to have the dredge guarded or to have a watchman on board.

5. This Agreement and Memorandum of Understandings (MOU) shall be binding upon each and every eligible member of the Dredging Contractors Association of California, with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Dredging Contractors Association of California, shall remain liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article X shall not apply from the time when such member resigns or is suspended from the Association. Such former or suspended member shall automatically be bound by all of the terms of the Union's Short Form Agreement and Memorandum of Understandings (MOU) for the Dredging Industry except that he may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to August 1, 2004, (or August 1st of any subsequent year if the Union fails to give notice in 2004) of his intent not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short Form Agreement shall apply. The Association will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

B. Coverage:

1. This Agreement shall cover and apply in Southern California more particularly described as the Counties of Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura and San Diego, the Southern Nevada Counties of Clark, Lincoln, Nye, Esmeralda and Baja California, Mexico, for those men cleared from Local Union No. 12.

2. This Agreement shall cover and apply to all employees except that it shall not cover or apply to superintendents, assistant superintendents, captains, launch

operators, timekeepers, messenger boys, guards, confidential employees and office help.

3. This Agreement shall cover all dredging work carried on by the Individual Employer within the territorial jurisdiction of Local Union No. 12. The term "dredging work" herein is understood to include the operation of hydraulic suction, dipper and clamshell floating equipment, field collection of hydrographic survey data for any purpose including quality control, operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite, laying supporting, connecting and disconnecting pipelines, and the maintenance and repair on the jobsite and in the Individual Employers yard and shop, including the operation of power machine tools, of all equipment the employees operate. Clamshell work removing material for bridge, piers or gas, water, oil or sewer pipelines shall take the heavy construction rates and working conditions in the area in which the work is performed. Any classification not shown herein shall take heavy construction rates and working conditions in the area in which the work is performed, including survey work.

## ARTICLE II

### Bargaining Representatives

#### A. Union's Recognition of the Collective Bargaining Representative of Employer:

1. The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers engaged in the dredging industry in the area covered by this Agreement, and said Individual Employers are performing the greater percentage of work herein.

2. The wage rates, working conditions, and hours of employment herein provided have been negotiated by the Union exclusively with the Collective Bargaining Representative of Employer. The Union agrees that in the event that during the life of this Agreement it should make any agreement with any other person, firm or corporation with respect to work covered by this Agreement, then, and in that event, any Individual Employer engaging in work of the same type as that covered by such Agreement shall be entitled to become a party to such Agreement. The Union shall make available to the Employer for examination any such other Agreements upon request of the Employer.